



# *COMMONWEALTH of VIRGINIA*

## DEPARTMENT OF ENVIRONMENTAL QUALITY

### Blue Ridge Regional Office

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Molly Joseph Ward  
Secretary of Natural Resources

**Lynchburg Office**  
7705 Timberlake Road  
Lynchburg, Virginia 24502  
(434) 582-5120  
Fax (434) 582-5125

David K. Paylor  
Director

Robert J. Weld  
Regional Director

**Roanoke Office**  
3019 Peters Creek Road  
Roanoke, Virginia 24019  
(540) 562-6700  
Fax (540) 562-6725

**STATE AIR POLLUTION CONTROL BOARD  
ENFORCEMENT ACTION - ORDER BY CONSENT  
ISSUED TO  
GOODYEAR TIRE AND RUBBER COMPANY  
FOR THE  
DANVILLE, VA FACILITY  
Registration No. 30106**

#### **SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the State Air Pollution Control Board and Goodyear Tire and Rubber Company, regarding its facility in Danville, Virginia, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law, applicable regulations and its permit.

#### **SECTION B: Definitions**

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1301.
2. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Roanoke, Virginia.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

**Consent Order**

**Goodyear Tire and Rubber Company; Registration No. 30106**

**Page 2 of 7**

5. "Facility" means the Goodyear Tire and Rubber Company operated facility, located at 1901 Goodyear Boulevard, Danville, Virginia. The Facility manufactures rubber tires.
6. "Goodyear" means Goodyear Tire and Rubber Company, a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Goodyear is a "person" within the meaning of Va. Code § 10.1-1300.
7. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
8. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the Virginia Air Pollution Control Law.
9. "Permit" means a Title V permit issued to Goodyear on December 21, 2015 which authorizes Goodyear to construct and operate a stationary source of air pollution. The Permit was issued under the Virginia Air Pollution Control Law and the Regulations.
10. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 chapters 10 through 80.
11. "Report" means the Title V Semi-Annual Monitoring Report for the period of January 1, 2017 through June 30, 2017. The Permit requires periodic monitoring and reports from that monitoring be submitted to the Department semiannually.
12. "Va. Code" means the Code of Virginia (1950), as amended.
13. "VAC" means the Virginia Administrative Code.
14. "Virginia Air Pollution Control Law" means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

**SECTION C: Findings of Fact and Conclusions of Law**

1. Goodyear operates the Facility in Danville, Virginia. The Facility is the subject of the Permit which allows air emissions related to the manufacture of rubber tires.
2. The Permit requires periodic monitoring and reports from that monitoring to be submitted to the Department semiannually. The Report was submitted to the Department on August 21, 2017, as required.
3. During the review of the Report, DEQ staff noted that Goodyear failed to monitor the differential pressure readings for the Collmann Run-out Tire Grinder for a total of 31 days during the reporting period of January 1, 2017 through June 30, 2017. A phone conversation was held with Goodyear staff on August 24, 2017, to discuss the failure to

monitor and document the pressure readings and steps taken to prevent future failures to monitor.

4. Condition 157 of the Permit requires that The Collmann Run-out tire grinder shall be equipped with devices to continuously measure the differential pressure drop across the rotoclone. When the grinder is operating, the measured differential pressure shall be observed and recorded in a log not less than once each day.
5. On August 29, 2017, based on the review of the Report and the August 24, 2017 phone conversation with Goodyear staff, the Department issued Notice of Violation ("NOV") No. ABRRO000695 to Goodyear for the violations described in paragraph C(3), above.
6. Based on the review of the Report and the August 24, 2017 phone conversation with Goodyear staff, the Board concludes that Goodyear has violated Condition 157, as described in paragraph C(3), above.
7. Goodyear has documented that the violation described in paragraph C(3), above, has been corrected and institutional controls will reduce the likelihood of reoccurrence.

#### **SECTION D: Agreement and Order**

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Board orders Goodyear, and Goodyear agrees to pay a civil charge of **\$13,650** within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 1104  
Richmond, Virginia 23218

Goodyear shall include its Federal Employer Identification Number (FEIN) 34-0253240 with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Goodyear shall be liable for attorneys' fees of 30% of the amount outstanding.

#### **SECTION E: Administrative Provisions**

**Consent Order**

**Goodyear Tire and Rubber Company; Registration No. 30106**

**Page 4 of 7**

1. The Board may modify, rewrite, or amend this Order with the consent of Goodyear for good cause shown by Goodyear, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Goodyear admits to the jurisdictional allegations, and agrees not to contest, but neither admits nor denies, the findings of fact and conclusions of law in this Order.
4. Goodyear consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Goodyear declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Goodyear to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Goodyear shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Goodyear shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Goodyear shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Goodyear.
11. This Order shall continue in effect until:
  - a. The Director or his designee terminates the Order after Goodyear has completed all of the requirements of the Order;
  - b. Goodyear petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
  - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Goodyear.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Goodyear from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Goodyear and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Goodyear certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and

**Consent Order**

**Goodyear Tire and Rubber Company; Registration No. 30106**

**Page 6 of 7**

legally bind Goodyear to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Goodyear.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, Goodyear voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 21<sup>st</sup> day of December, 2017.



---

Robert J. Weld, Regional Director  
Department of Environmental Quality

~~The~~ Goodyear Tire <sup>&</sup> Rubber Company voluntarily agrees to the issuance of this Order.

Date: 12/20/2017 By: [Signature]

Tim Frosell, Vice President, Global Mfg. and EHS&S  
~~The~~ Goodyear Tire <sup>&</sup> Rubber Company

Commonwealth of <sup>Ohio</sup> ~~Virginia~~  
City/County of Summit

The foregoing document was signed and acknowledged before me this 20<sup>th</sup> day of December, 2017, by Tim Frosell who is VP, Global Mfg and EHS&S of Goodyear Tire <sup>The</sup> ~~and~~ Rubber Company, on behalf of the corporation.

[Signature]  
Notary Public  
STEVEN C. BORDENKATZ, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.  
Registration No.

My commission expires: Never

Notary seal: